

RECORDATION NO. 19014-A
FILED 1425
OCT 5 1994 - 12 00 PM
INTERSTATE COMMERCE COMMISSION

BILL OF SALE

KNOW ALL PEOPLE BY THESE PRESENTS: that NORRAIL, INC., a Minnesota corporation (the "Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as agreed by the parties, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and assign to FBS BUSINESS FINANCE CORPORATION, a Delaware corporation (the "Purchaser"), all of Seller's right, title, and interest in certain items of railroad equipment described in Schedule A hereto (the "Equipment").

TO HAVE AND TO HOLD the Equipment unto Purchaser, its successors and assigns, forever.

Seller, on its own behalf, and on behalf of its successors and assigns, does hereby covenant, warrant, represent to, and agree with Purchaser (i) that it is the lawful owner of the Equipment; (ii) that the Equipment is free and clear of all claims, liens, charges, encumbrances, and security interests; (iii) that it has the full right and authority to sell and transfer the Equipment to Purchaser; (iv) that the within sale and transfer of the Equipment to Purchaser, separately and on a combined basis, does not violate any contract, agreement, or other instrument to which Seller is party or by which Seller or the Equipment are bound, nor any provision of applicable law, and that all preconditions thereto have been fully complied with and performed by or on behalf of Seller. Seller hereby further covenants and binds itself, its successors, and assigns, against every person or entity claiming or laying claim to the Equipment or any right thereof and to defend, hold harmless, and indemnify Purchaser, its successors and assigns, from and against any and all losses, damages, and expenses (including reasonable attorneys' fees for defense thereof, or for enforcement of this covenant) resulting or arising from the assertion of any such claim or cause of action against Purchaser, its successors and assigns, or against the Equipment or any item or part thereof, except as so subject.

Seller agrees that at any time and from time to time, upon the written request of Purchaser, Seller will promptly and duly execute and deliver or cause to be executed and delivered on its behalf any and all such further instruments and documents and take such further action as Purchaser may reasonably request in order to obtain the full benefits of this Bill of Sale and of the rights and powers herein granted.

IN WITNESS WHEREOF, Seller has executed these presents as of the 30th day of September, 1994.

NORRAIL, INC.

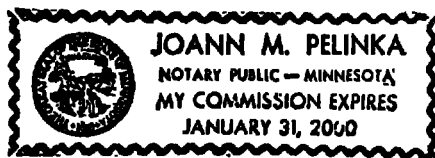
By: Russell A. Adams

Its: V.P. SALES

STATE OF MINNESOTACOUNTY OF WRIGHT

On this 30th day of September, 1994, before me personally came RUSSELL ADAMS, to me known, who, being by me duly sworn, did depose and say that he/she is the V.P. SALES of NorRail, Inc., a Minnesota corporation, and he/she acknowledged to me that he/she executed the foregoing document on behalf of said corporation by order of its Board of Directors and that such document was the free act and deed of said corporation.

Witness my hand and official seal.



MINNESOTA
Notary Public in and for said State

My commission expires: 11/31/00

Joann M. Pelinka

SCHEDULE "A"

This Schedule "A" is attached to and made a part of that Schedule to Lease Agreement, No. 1024561.001, dated the 30th day of SEPTEMBER, 1994, between HARVEST STATES COOPERATIVES, as Lessee and FBS Business Finance Corporation, as Lessor.

Equipment Location 1667 Snelling Avenue, St. Paul, MN 55164

Vendor NorRail, Inc., 308 12th Avenue South, Buffalo, MN 55313

EQUIPMENT DESCRIPTION
QUANTITY DESCRIPTION

51 5250 CU. FT. COVERED HOPPERS

NRLX 500	NRLX 517	NRLX 532	NRLX 549
NRLX 502	NRLX 518	NRLX 533	NRLX 600
NRLX 503	NRLX 519	NRLX 534	NRLX 601
NRLX 504	NRLX 520	NRLX 535	NRLX 602
NRLX 505	NRLX 521	NRLX 536	NRLX 603
NRLX 506	NRLX 523	NRLX 537	NRLX 604
NRLX 507	NRLX 524	NRLX 539	NRLX 605
NRLX 508	NRLX 525	NRLX 541	NRLX 606
NRLX 510	NRLX 526	NRLX 543	NRLX 607
NRLX 512	NRLX 528	NRLX 544	NRLX 611
NRLX 513	NRLX 529	NRLX 545	NRLX 617
NRLX 514	NRLX 530	NRLX 546	NRLX 636
NRLX 515	NRLX 531	NRLX 547	

Please Initial _____